

<i>SERFF Tracking Number:</i>	<i>AMRS-125693894</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>AMERISURE MUTUAL INSURANCE COMPANY, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CW-IM-0608-F-135-AR</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Companies: AMERISURE MUTUAL INSURANCE COMPANY, AMERISURE INSURANCE COMPANY		
Product Name: Commercial Inland Marine	SERFF Tr Num: AMRS-125693894	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations	Co Tr Num: CW-IM-0608-F-135-AR	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Joan Walters	Disposition Date: 06/13/2008
	Date Submitted: 06/12/2008	Disposition Status: Approved
Effective Date Requested (New): 09/01/2008		Effective Date (New): 09/01/2008
Effective Date Requested (Renewal): 09/01/2008		Effective Date (Renewal): 09/01/2008
State Filing Description:		

General Information

Project Name:	Status of Filing in Domicile: Authorized
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 06/13/2008	
State Status Changed: 06/13/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Amerisure Mutual Insurance Company (AMI) and Amerisure Insurance Company (AIC) are authorized to write Commercial Inland Marine in your jurisdiction.	

Effective September 1, 2008 for new and renewal policies, our companies wish to file new company forms/endorsements and replace obsolete forms/endorsements with new or revised versions for use with all AAIS Inland

<i>SERFF Tracking Number:</i>	<i>AMRS-125693894</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>AMERISURE MUTUAL INSURANCE</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>COMPANY, ...</i>		
<i>Company Tracking Number:</i>	<i>CW-IM-0608-F-135-AR</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Marine Coverage Programs including our independently filed Contractors' Equipment, Installation Floater and Builders Risk Programs.

Please see the attached Memorandum and Form Schedule Tab for complete list.

Although rules are not required to be filed, we are also maintaining a Drawer Filing with associated rules with a filing number of CW-IM-0608-Ru-135-AR.

Should you have any questions regarding this filing, please feel free to contact me.

Company and Contact

Filing Contact Information

Joan Walters, Compliance Analyst I	jwalters@amerisure.com
26777 Halsted Rd	(800) 257-1900 [Phone]
Farmington Hills, MI 48331	(248) 426-7789[FAX]

Filing Company Information

AMERISURE MUTUAL INSURANCE COMPANY 26777 HALSTED RD.	CoCode: 23396 Group Code: 124	State of Domicile: Michigan Company Type: PROPERTY & CASUALTY
FARMINGTON HILLS, MI 48331-2060 (800) 257-1900 ext. 54270[Phone]	Group Name: AMERISURE INSURANCE FEIN Number: 38-0829210 -----	State ID Number:
AMERISURE INSURANCE COMPANY 26777 HALSTED RD.	CoCode: 19488 Group Code: 124	State of Domicile: Michigan Company Type: PROPERTY & CASUALTY
FARMINGTON HILLS, MI 48331-2060 (800) 257-1900 ext. 54270[Phone]	Group Name: AMERISURE INSURANCE FEIN Number: 38-1869912 -----	State ID Number:

<i>SERFF Tracking Number:</i>	<i>AMRS-125693894</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>AMERISURE MUTUAL INSURANCE</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>COMPANY, ...</i>		
<i>Company Tracking Number:</i>	<i>CW-IM-0608-F-135-AR</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per submission
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AMERISURE MUTUAL INSURANCE	\$50.00	06/12/2008	20821662
COMPANY			
AMERISURE INSURANCE COMPANY	\$0.00	06/12/2008	

SERFF Tracking Number:	AMRS-125693894	State:	Arkansas
First Filing Company:	AMERISURE MUTUAL INSURANCE COMPANY, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	CW-IM-0608-F-135-AR		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	Commercial Inland Marine		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/13/2008	06/13/2008

SERFF Tracking Number:	AMRS-125693894	State:	Arkansas
First Filing Company:	AMERISURE MUTUAL INSURANCE COMPANY, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	CW-IM-0608-F-135-AR		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	Commercial Inland Marine		
Project Name/Number:	/		

Disposition

Disposition Date: 06/13/2008
Effective Date (New): 09/01/2008
Effective Date (Renewal): 09/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: AMRS-125693894 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50
COMPANY, ...
Company Tracking Number: CW-IM-0608-F-135-AR
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Commercial Inland Marine
Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Form	FIXED DOLLAR OR PERCENTAGE DEDUCTIBLE - SPLIT PERIL OR BY COVERAGE - DEDUCTIBLE SCHEDULE	Approved	Yes
Form	WINDSTORM AND HAIL EXCLUSION	Approved	Yes
Form	AMENDATORY ENDORSEMENT CONTRACTORS' EQUIPMENT COVERAGE LEASED OR RENTED EQUIPMENT FORM	Approved	Yes
Form	CONTRACTORS' EQUIPMENT COVERAGE BLANKET EQUIPMENT FORM	Approved	Yes
Form	CONTRACTORS' EQUIPMENT COVERAGE SCHEDULED CONTRACTORS EQUIPMENT	Approved	Yes
Form	SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT	Approved	Yes
Form	SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT BLANKET EQUIPMENT FORM	Approved	Yes

SERFF Tracking Number: AMRS-125693894 State: Arkansas

First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50

COMPANY, ...

Company Tracking Number: CW-IM-0608-F-135-AR

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Commercial Inland Marine

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	FIXED DOLLAR OR PERCENTAGE DEDUCTIBLE - SPLIT PERIL OR BY COVERAGE - DEDUCTIBLE SCHEDULE	IM 89 03	09 08	Endorsement/New Amendment/Conditions		0.00	IM 89 03 09 08.pdf
Approved	WINDSTORM AND HAIL EXCLUSION	IM 89 04	09 08	Endorsement/New Amendment/Conditions		0.00	IM 89 04 09 08.pdf
Approved	AMENDATORY ENDORSEMENT CONTRACTORS' EQUIPMENT COVERAGE LEASED OR RENTED EQUIPMENT FORM	IM 91 02	09 08	Endorsement/New Amendment/Conditions		0.00	IM 91 02 09 08.pdf
Approved	CONTRACTORS' EQUIPMENT COVERAGE BLANKET EQUIPMENT FORM	IM 91 03	09 08	Policy/Coverage Replaced Form	Replaced Form #: IM 80 00 01 06 Previous Filing #:	0.00	IM 91 03 09 08.pdf
Approved	CONTRACTORS' EQUIPMENT COVERAGE SCHEDULED CONTRACTORS	IM 91 04	09 08	Policy/Coverage Replaced Form	Replaced Form #: IM 80 01 01 06 Previous Filing #:	0.00	IM 91 04 09 08.pdf

<i>SERFF Tracking Number:</i>	<i>AMRS-125693894</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>AMERISURE MUTUAL INSURANCE</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>COMPANY, ...</i>		
<i>Company Tracking Number:</i>	<i>CW-IM-0608-F-135-AR</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine</i>		
<i>Project Name/Number:</i>	<i>/</i>		

EQUIPMENT

Approved	SCHEDULE OF	IM DS 70	09 08	Declaration Replaced	Replaced Form #:0.00	IM DS 70 29
	COVERAGES	29		s/Schedule	IM DS 70 29 01	09 08.pdf
	CONTRACTORS'				06	
	EQUIPMENT				Previous Filing #:	
Approved	SCHEDULE OF	IM DS 70	09 08	Declaration Replaced	Replaced Form #:0.00	IM DS 70 30
	COVERAGES	30		s/Schedule	IM DS 70 30 01	09 08.pdf
	CONTRACTORS'				06	
	EQUIPMENT				Previous Filing #:	
	BLANKET					
	EQUIPMENT					
	FORM					

THIS ENDORSEMENT CHANGES THE INLAND MARINE COVERAGE. PLEASE READ IT CAREFULLY.

FIXED DOLLAR OR PERCENTAGE DEDUCTIBLE SPLIT PERIL OR BY COVERAGE - DEDUCTIBLE SCHEDULE

The entries required to complete this Deductible Schedule will be shown below or on the "schedule of coverages".

☐ **Split Peril Deductible (indicate X if applicable)**

A. Deductible - Covered Peril(s)-describe below:

Fixed Dollar \$ _____ Percentage _____%

B. Deductible - All Other Covered Perils

Fixed Dollar \$ _____ Percentage _____%

☐ **Deductible by Coverage (indicate X if applicable)**

Description of Coverage	Deductible		% Deductible Only	
	Fixed Dollar	Percent	Minimum	Maximum
1.	\$ _____	or _____%	\$ _____	\$ _____
2.	\$ _____	or _____%	\$ _____	\$ _____
3.	\$ _____	or _____%	\$ _____	\$ _____
4.	\$ _____	or _____%	\$ _____	\$ _____

HOW MUCH WE PAY

The deductible provision under **HOW MUCH WE PAY** is replaced by the following:

Split Peril Deductible - When a loss is caused by the covered peril(s) described on the "schedule of coverages" "we" pay only that part of "your" loss that is over the deductible amount indicated in this Deductible Schedule. When a loss is caused by any other covered peril "we" pay only that part of "your" loss that is over the deductible amount indicated in this Deductible Schedule for all other covered perils.

Percentage Deductible -- "We" pay only that part of "your" loss over the deductible amount as determined below:

- Determining The Deductible Amount** - The deductible amount is determined by applying the percentage indicated in this Deductible Schedule to the value of the covered property that is involved in the loss. The value is determined by the provisions described under the Valuation section of this policy.
- Value Determined At Time Of Loss** - Only as regards the determination of the Percentage Deductible, the value of the covered property is determined at the time of loss or damage and in accordance with the provisions described under the Valuation section of the policy. When this Percentage Deductible applies to Builders Risk Coverage, the value of covered property is not based on the estimated completion value of the covered property.
- Two Or More Items** - If a loss involves two or more items, the percentage indicated in this Deductible Schedule will apply only to the covered property with the highest value.
- Minimum Deductible** - Percentage deductibles are subject to a minimum deductible of \$5000.
- Multiple Deductibles** - If more than one deductible is shown on the "schedule of coverages" and more than one deductible can apply to a loss, "we" pay only that part of "your" loss over the highest deductible amount indicated on the Deductible Schedule or on the "schedule of coverages".

Includes copyrighted material of the American Association of Insurance Services.

THIS ENDORSEMENT CHANGES THE INLAND MARINE COVERAGE.

PLEASE READ THIS CAREFULLY

WINDSTORM AND HAIL EXCLUSION

ADDITIONAL PERILS EXCLUDED

WINDSTORM AND HAIL - We do not pay for loss or damage:

Caused directly or indirectly by Windstorm or Hail.

Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

But if Windstorm or Hail results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

Includes copyrighted material of the American Association of Insurance Services, Inc.

IM 89 04 09 08

**THIS ENDORSEMENT CHANGES THE INLAND MARINE COVERAGE.
PLEASE READ IT CAREFULLY.**

**AMENDATORY ENDORSEMENT
CONTRACTORS' EQUIPMENT COVERAGE
LEASED OR RENTED EQUIPMENT FORM**

This endorsement modifies insurance provided under the following:

Contractors' Equipment Coverage Leased or Rented Equipment Form IM 7004

A. DEFINITIONS

Definition 3. "Contractors' equipment" is deleted and replaced by the following:

3. "Contractors' equipment" means machinery, equipment, and tools of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects.

"Contractors' equipment does not mean vehicles designed for highway use that are unlicensed and not operated on public roads.

B. PERILS EXCLUDED

Exclusion k. Weight of Load is deleted.

Includes copyrighted material of American Association of Insurance Services, Inc.

CONTRACTORS' EQUIPMENT COVERAGE BLANKET EQUIPMENT FORM

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Contractors' Equipment Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Construction trailer" means "your" transportable trailer or transportable trailer of others in "your" care, custody, or control used at "jobsites" as an office or for storage.
4. "Contractors' equipment" means machinery, equipment, and "tools" of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects. "Contractors' equipment" also means:
 - a. self-propelled vehicles designed and used primarily to carry mounted equipment; or
 - b. vehicles designed for highway use that are unlicensed and not operated on public roads.
5. "Equipment schedule" means a schedule of "contractors' equipment" that is attached to this policy and that describes each piece of covered equipment.
6. "Jobsite" means any location, project, or work site where "you" are in the process of construction, installation, erection, repair, or moving.
7. "Limit" means the amount of coverage that applies.
8. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

Includes copyrighted material of American Association of Insurance Services, Inc.

9. "Schedule of coverages" means:

- a. all pages labeled schedule of coverages or schedules which pertain to this coverage; and
- b. declarations or supplemental declarations which pertain to this coverage.

10. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.

11. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

12. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

13. "Tools" mean equipment, laptop computers, apparatus or utensils of a mobile nature that "you" or "your" employees use in "your" contracting, installation, erection, repair or moving operations or projects.

14. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

Equipment Coverage -- "We" cover direct physical loss caused by a covered peril to:

- 1. "your" "contractors' equipment"; and
- 2. "contractors' equipment" of others in "your" care, custody, or control.

PROPERTY NOT COVERED

1. **Aircraft Or Watercraft** -- "We" do not cover aircraft or watercraft.

2. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.

3. **Underground Mining Operations** -- "We" do not cover property while stored or operated underground in connection with any mining operations.
4. **Vehicles** -- "We" do not cover automobiles, motor trucks, tractors, trailers, and similar conveyances designed for highway use and used for over the road transportation of people or cargo. However, this does not include:
 - a. self-propelled vehicles designed and used primarily to carry mounted equipment; or
 - b. vehicles designed for highway use that are unlicensed and not operated on public roads.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. **Debris Removal** --

- a. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- b. **We Do Not Cover** -- This coverage does not include costs to:
 - 1) extract "pollutants" from land or water; or
 - 2) remove, restore, or replace polluted land or water.
- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
- e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. Equipment Leased Or Rented To Others --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "your" "contractors' equipment" while "you" rent or lease it to others.
- b. **Limit** -- The most "we" pay in any one occurrence for loss to "your" "contractors' equipment" that "you" lease or rent to others is \$50,000.

3. Equipment Loaned To Others --

- a. **Coverage** -- "We" pay for direct physical loss caused by a covered peril to covered property that "you" loan to other contractors or individuals.
- b. **Coverage Limitation** -- "We" only cover loss to covered property that "you" loan to others while the property is at a "jobsite" where "you" also operate.
- c. **Limit** -- The most "we" pay in any one occurrence for loss to covered property that "you" loan to others is \$50,000.

4. Fraud And Deceit --

- a. **Coverage** -- "We" cover theft of covered property when "you", "your" agents, customers, or consignees are fraudulently induced to part with the covered property:
 - 1) to persons who falsely represent themselves as the proper persons to receive the property;
 - 2) by the acceptance of fraudulent bills of lading or shipping receipts; or
 - 3) as a result of or directly related to the use of any electronic data processing hardware or software.
- b. **Limit** -- The most "we" pay in any one occurrence for theft of covered property under this Coverage Extension is \$10,000.

5. Waterborne Equipment --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to covered property while waterborne.
- b. **Limit** -- The most "we" pay in any one occurrence for loss to waterborne property is \$10,000.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage plus the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Construction Trailers --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "construction trailers" and the contents within the trailers.
- b. **Coverage Limitation** -- "We" only cover "construction trailers" and the contents within the trailers while the trailers are:
 - 1) at a "jobsite";
 - 2) in storage; or
 - 3) in transit between a "jobsite" and storage.
- c. **Limit** -- The most "we" pay in any one occurrence for any one "construction trailer" and the contents in the trailer is \$10,000.

The most "we" pay for loss in any one occurrence for all "construction trailers" and the contents in the trailers is \$50,000.

2. Employee Tools --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "tools" owned by "your" employees.
- b. **Coverage Limitation** -- "We" only cover "tools" owned by "your" employees while:
 - 1) at a premises that "you" own or operate; or
 - 2) at a "jobsite"; or
 - 3) in transit between an owned location and a "jobsite"; or
 - 4) in transit between "jobsites".
- c. **Limit** -- The most "we" pay in any one occurrence for loss to employee "tools" is \$2,500 for any one item and \$2,500 for any one occurrence unless different limits are shown in the Schedule of Coverages.

3. Fire Department Service Charges --

- a. **Coverage** -- "We" cover "your" liability, assumed by contract or agreement prior to the loss, for fire department service charges. No deductible applies to this Supplemental Coverage.
- b. **Coverage Limitations** -- "We" only pay for:
 - 1) fire department service charges that relate to covered property at "jobsites"; and

Includes copyrighted material of American Association of Insurance Services, Inc.

- 2) charges incurred when the fire department is called to save or protect covered property from a covered peril.

4. Pollutant Cleanup And Removal --

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** -- The most "we" pay for each location is \$25,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

5. Recharge Of Fire Extinguishing Equipment --

- a. **Coverage** -- "We" cover "your" incurred expenses to recharge automatic fire extinguishing equipment or handheld fire extinguishing equipment.
- b. **Coverage Limitation** -- "We" only cover "your" recharge expenses:
 - 1) for extinguishing equipment that is mounted or installed on covered property; and
 - 2) when the extinguishing equipment is discharged to fight a fire or as a result of a covered peril.
- c. **Limit** -- The most "we" pay in any one occurrence for "your" recharge expenses is \$1,000.

6. Rental Reimbursement --

- a. **Coverage** -- In the event of a direct physical loss by a covered peril to "contractors' equipment", "we" reimburse "you" for "your" additional expense to rent similar "contractors' equipment" while such equipment is inoperable.

The deductible amount indicated on the "schedule of coverages" does not apply to a loss covered under this supplemental coverage.

- b. **Waiting Period** -- "We" will not reimburse "you" for the rental of equipment until after the first 72-hours (unless otherwise indicated on the "schedule of coverages") following the direct physical loss to "your" "contractors' equipment" caused by a covered peril.
- c. **Incurred Rental Expenses** -- After the waiting period has passed, "we" will only reimburse "you" for the rental expenses that "you" actually incur.
- d. **Coverage After Expiration Date** -- "We" will continue to reimburse "you" for the rental of equipment after the expiration date of this coverage, provided the loss occurred before the expiration date.

- e. **Coverage Limitations** -- "We" will not reimburse "you":
 - 1) if "you" can continue or resume "your" operations with similar equipment that is available to "you" at no additional expense to "you"; or
 - 2) for the rental expense of any equipment unless "you" make every reasonable effort to repair, replace, or rebuild the inoperable equipment after the loss by a covered peril occurs.
- f. **Limit** -- The most "we" reimburse "you" in any one occurrence for rental expenses is \$5,000.

7. **Reward For Recovery Of Stolen Equipment** --

- a. **Coverage** -- "We" pay a reward for information that leads to the recovery of covered property that was stolen. The recovery must involve a covered theft loss.
- b. **Coverage Limitation** -- The amount "we" pay is not increased by the number of persons involved in providing the information.
- c. **Limit**-- The most "we" pay in any one occurrence as a reward for information is 10% of the value of the covered item stolen up to a maximum of \$5,000.

8. **Spare Parts And Fuel** --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to:
 - 1) spare parts and accessories for "contractors' equipment"; and
 - 2) fluids for vehicles and "contractors' equipment"; fluids include gasoline, oil, and hydraulic fluid.
- b. **Limit** -- The most "we" pay in any one occurrence for loss to spare parts and accessories is \$5,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

- 1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

c. **War And Military Action** -- "We" do not pay for loss caused by:

- 1) war, including undeclared war or civil war; or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

a. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

b. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

c. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.

d. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process.

But if a mechanical, structural, or electrical breakdown or malfunction results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

e. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

f. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril."

- g. **Temperature/Humidity** -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- h. **Voluntary Parting** -- Except as provided under Coverage Extensions - Fraud and Deceit, "we" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

- i. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:

- a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
- b. give notice to the police when the act that causes the loss is a crime.

2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

- a. **Payment of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
- b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.

3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:

- a. the time, place, and circumstances of the loss;
- b. other policies of insurance that may cover the loss;
- c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
- d. changes in title or ownership of the covered property during the policy period; and

- e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
- 4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
- 5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
- 6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
- 7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
- 8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
- 9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

- 1. **Actual Cash Value** -- The value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation) unless replacement cost is indicated on the "schedule of coverages".
- 2. **Replacement Cost** -- The value of covered property will be based on the replacement cost without any deduction for depreciation unless Actual Cash Value is indicated on the "schedule of coverages".
 - a. **Replacement Cost Limitation** -- The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.
 - b. **Replacement Cost Does Not Apply Until Repair or Replacement** -- Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.
 - c. **Time Limitation** -- "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.
- 3. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- 4. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.
- 5. **Leased and Rented Equipment**-- will be valued as per the lease agreement wording with the lessor.

HOW MUCH WE PAY

- 1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.

Includes copyrighted material of American Association of Insurance Services, Inc.

2. **Flat Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence unless Percentage Deductible is indicated on the "schedule of coverages".
3. **Percentage Deductible** -- When a percentage deductible is indicated on the "schedule of coverages", "we" pay only that part of "your" loss over the deductible amount as determined below.
 - a. **Determining The Deductible Amount** -- The deductible amount is determined by applying the percentage indicated on the "schedule of coverages" to the value of the covered property that is involved in the loss. The value is determined by the provisions described under the Valuation section of this policy.
 - b. **Two Or More Items** -- If a loss involves two or more pieces of equipment, the percentage indicated on the "schedule of coverages" will apply only to the covered property with the highest value.
 - c. **Minimum and Maximum Deductible** -- The percentage deductible will not exceed the Maximum Deductible amount and will not be less than the Minimum Deductible amount indicated on the "schedule of coverages".
4. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 3., 5., and 6. under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" described on the "schedule of coverages".
5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
6. **Insurance Under More Than One Policy** --
 - a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
 - b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Loss Payment Options** --
 - a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
 - 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.

Includes copyrighted material of American Association of Insurance Services, Inc.

- b. **Notice of Our Intent To Rebuild, Repair, or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** --

- a. **Adjustment and Payment of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment of Loss** -- An insured loss will be payable 30 days after:
 - 1) a satisfactory proof of loss is received, and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. **Property Of Others** --

- a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

REPORTING CONDITIONS

If indicated on the "schedule of coverages", the following reporting conditions apply.

- 1. **Your Contractors' Equipment** -- The following reporting conditions apply to "your" "contractors' equipment".
 - a. **Reports** --
 - 1) **You Will Report To Us** -- "You" will submit "your" initial report to us by the inception of this policy. Within 30 days after the end of each reporting period indicated on the "schedule of coverages", "you" will submit to "us" an additional report. "You" will report to "us" the value of each piece of "your" "contractors' equipment". "Your" report will consist of a schedule of all of "your" "contractors' equipment" and the schedule will contain:
 - a) a description of each piece of equipment; and
 - b) the value of each piece of equipment.
 - 2) **Cancellation** -- If "your" coverage is canceled, "you" will report the total value of all "your" "contractors' equipment" up to and including the date of cancellation and pay any additional premium due.
 - b. **Premium Computation And Adjustment** --
 - 1) The value of each piece of reported equipment will be added together to determine the aggregate value for each report. The aggregate value from each report will be added together and divided by the number of reports that were submitted to determine an average aggregate value. The premium will be adjusted at the end of the policy period. The computed premium will be determined by multiplying the average aggregate value by the rate indicated on the "schedule of coverages" for "your" "contractors' equipment".

Includes copyrighted material of American Association of Insurance Services, Inc.

- 2) "We" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages".
- c. **Provisions That Affect How Much We Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay:
 - 1) **Failure To Submit Reports** -- If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".
 - 2) **Reported Values Are Less Than The Full Value** -- If "your" last report before a loss shows less than the actual value of each piece of equipment, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total values "you" reported divided by the actual value of all equipment during the reporting period.
 - 3) **We Will Not Pay More Than The Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.
2. **Equipment Leased Or Rented From Others** -- The following reporting conditions apply to "contractors' equipment" "you" lease or rent from others.
 - a. **Reports** --
 - 1) **You Will Report To Us** -- Within 30 days after the end of the policy period, "you" will report to "us" the total amount of "your" expenditures for "contractors' equipment" that "you" lease or rent from others.
 - 2) **Cancellation** -- If this policy is canceled, "you" will report the total amount of expenditures up to and including the date of cancellation.
 - b. **Premium Computation And Adjustment** --
 - 1) The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying "your" total equipment expenditures by the rate indicated on the "schedule of coverages" for Equipment Leased or Rented From Others.
 - 2) "We" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages".
 - c. **Provisions That Affect How Much We Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay:
 - 1) **Failure To Submit Reports** -- If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".
 - 2) **Reported Values Are Less Than The Full Value** -- If "your" last report before a loss shows less than the actual value of "your" expenditures for "contractors' equipment" that "you" lease or rent from others, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total expenditures "you" reported divided by "your" actual expenditures for "contractors' equipment" that "you" lease or rent from others during the reporting period.
 - 3) **We Will Not Pay More Than The Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.
3. **Equipment Leased Or Rented To Others** -- The following reporting conditions apply to "contractors' equipment" "you" lease or rent to others.

a. **Reports --**

- 1) **You Will Report To Us --** Within 30 days after the end of the policy period, "you" will report to "us" the total amount of receipts (collected or uncollected) that "you" have earned from the leasing or renting of "your" "contractors' equipment".
- 2) **Cancellation --** If this policy is canceled, "you" will report the total amount of expenditures up to and including the date of cancellation.

b. **Premium Computation And Adjustment --**

- 1) The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying "your" total earned receipts by the rate indicated on the "schedule of coverages" for Equipment Leased or Rented From Others.
- 2) "We" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages".

c. **Provisions That Affect How Much We Pay --** The following provisions apply to reports that are submitted and may affect How Much We Pay:

- 1) **Failure To Submit Reports --** If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".
- 2) **Reported Values Are Less Than The Full Value --** If "your" last report before a loss shows less than the actual value of "your" receipts that "you" have earned from the leasing or renting of "your" "contractors' equipment", "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total receipts "you" reported divided by "your" actual receipts that "you" have earned from the leasing or renting of "your" "contractors' equipment" during the reporting period.
- 3) **We Will Not Pay More Than The Limit --** "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

OTHER CONDITIONS

1. **Appraisal --** If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
 - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.
 - b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.
5. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein.
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limit".
9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

CONTRACTORS' EQUIPMENT COVERAGE SCHEDULED CONTRACTORS EQUIPMENT

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Contractors' Equipment Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Contractors' equipment" means machinery, equipment, and "tools" of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects.

"Contractors' equipment" also means:
 - a. self-propelled vehicles designed and used primarily to carry mounted equipment; or
 - b. vehicles designed for highway use that are unlicensed and not operated on public roads.
4. "Equipment schedule" means a schedule of "contractors' equipment" that is attached to this policy and that describes each piece of covered equipment.
5. "Jobsite" means any location, project, or work site where "you" are in the process of construction, installation, erection, repair, or moving.
6. "Limit" means the amount of coverage that applies.
7. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

Includes copyrighted material of American Association of Insurance Services, Inc.

8. "Schedule of coverages" means:
- a. all pages labeled schedule of coverages or schedules which pertain to this coverage; and
 - b. declarations or supplemental declarations which pertain to this coverage.
9. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
10. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
12. "Tools" mean equipment, laptop computers, apparatus or utensils of a mobile nature that "you" or "your" employees use in "your" contracting, installation, erection, repair or moving operations or projects.
13. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.
- Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. Scheduled Equipment --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to:
 - 1) "your" "contractors' equipment"; and
 - 2) "contractors' equipment" of others in "your" care, custody, or control.
- b. **Coverage Limitation** -- "We" only cover "your" "contractors' equipment" and "contractors' equipment" of others:
 - 1) that are described on the "equipment schedule"; and
 - 2) when Scheduled Equipment is indicated on the "schedule of coverages".

Includes copyrighted material of American Association of Insurance Services, Inc.

2. **Schedule On File --**

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to:
 - 1) "your" "contractors' equipment"; and
 - 2) "contractors' equipment" of others in "your" care, custody, or control.
- b. **Coverage Limitation** -- "We" only cover "your" "contractors' equipment" and "contractors' equipment" of others:
 - 1) that are listed in a schedule which "you" must submit to "us" and "we" keep on file, the schedule must contain a description of each item to be covered and a "limit" for each item; and
 - 2) when Schedule on File is indicated on the "schedule of coverages".

PROPERTY NOT COVERED

- 1. **Aircraft Or Watercraft** -- "We" do not cover aircraft or watercraft.
- 2. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
- 3. **Underground Mining Operations** -- "We" do not cover property while stored or operated underground in connection with any mining operations.
- 4. **Vehicles** -- "We" do not cover automobiles, motor trucks, tractors, trailers, and similar conveyances designed for highway use and used for over the road transportation of people or cargo. However, this does not include:
 - a. self-propelled vehicles designed and used primarily to carry mounted equipment; or
 - b. vehicles designed for highway use that are unlicensed and not operated on public roads.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

Debris Removal --

1. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
2. **We Do Not Cover** -- This coverage does not include costs to:
 - a. extract "pollutants" from land or water; or
 - b. remove, restore, or replace polluted land or water.
3. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
4. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
5. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage plus the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Employee Tools --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "tools" owned by "your" employees.
- b. **Coverage Limitation** -- "We" only cover "tools" owned by "your" employees while:
 - 1) at a premises that "you" own or operate; or
 - 2) at a "jobsite"; or
 - 3) in transit between an owned location and a "jobsite; or
 - 4) in transit between "jobsites".
- c. **Limit** -- The most "we" pay in any one occurrence for loss to employee "tools" is \$2,500 for any one item and \$2500 for any one occurrence unless different limits are shown in the Schedule of Coverages.

2. Unscheduled Small Tools

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to small "tools" that are not scheduled and owned by you, anywhere within the territorial limits.
- b. **Limit** -- The most "we" pay in any one occurrence for loss to small "tools" is \$2,500 for any one item And \$2500 for any one occurrence unless different limits are shown in the Schedule of Coverages

3. Equipment Leased Or Rented From Others --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "contractors' equipment" that "you" have leased or rented from others.
- b. **Limit** -- The most "we" pay in any one occurrence for equipment leased or rented from others is \$25,000.

4. Equipment Leased or Rented To Others -

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "contractors' equipment" that "you" have leased or rented to others.
- b. **Limit** -- The most "we" pay in any one occurrence for equipment leased or rented to others is \$25,000.

5. Fire Department Service Charges --

- a. **Coverage** -- "We" cover "your" liability, assumed by contract or agreement prior to the loss, for fire department service charges. No deductible applies to this Supplemental Coverage.
- b. **Coverage Limitations** -- "We" only pay for:
 - 1) fire department service charges that relate to covered property at "jobsites"; and
 - 2) charges incurred when the fire department is called to save or protect covered property from a covered peril.

6. Loaned Equipment -

- a. **Coverage** -- "We" cover direct physical loss by a covered peril to "contractors' equipment" that "you" have borrowed from others.
- b. **Limit** -- The most "we" pay in any one occurrence for loaned equipment is \$25,000.

Includes copyrighted material of American Association of Insurance Services, Inc.

7. Newly Purchased Property --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to additional "contractors' equipment" that "you" purchase during the policy period.
- b. **Limit** -- The most that "we" pay for any loss under this supplemental coverage is the least of the:
 - 1) actual cash value of the covered property; or
 - 2) "limit" for newly purchased property indicated on the "schedule of coverages". If no "limit" is indicated, then 30% of the Catastrophe Limit indicated on the "schedule of coverages" applies to this coverage.
- c. **Time Limitation** -- "We" extend coverage to the additional "contractors' equipment" that "you" purchase for up to 60 days.

This supplemental coverage will end when any of the following first occur:

- 1) this policy expires;
 - 2) 60 days after "you" obtain the additional "contractors' equipment"; or
 - 3) "you" report the additional "contractors' equipment" to "us".
- d. **Additional Premium** -- "You" must pay any additional premium due from the date "you" purchase the additional "contractors' equipment".

8. Pollutant Cleanup And Removal --

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** -- The most "we" pay for each location is \$25,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

9. Rental Reimbursement --

- a. **Coverage** -- In the event of a direct physical loss by a covered peril to "contractors' equipment", "we" reimburse "you" for "your" additional expense to rent similar "contractors' equipment" while such equipment is inoperable.

The deductible amount indicated on the "schedule of coverages" does not apply to a loss covered under this supplemental coverage.

- b. **Waiting Period** -- "We" will not reimburse "you" for the rental of equipment until after the first 72-hours (unless otherwise indicated on the "schedule of coverages") following the direct physical loss to "your" "contractors' equipment" caused by a covered peril.

Includes copyrighted material of American Association of Insurance Services, Inc.

- c. **Incurred Rental Expenses** -- After the waiting period has passed, "we" will only reimburse "you" for the rental expenses that "you" actually incur.
- d. **Coverage After Expiration Date** -- "We" will continue to reimburse "you" for the rental of equipment after the expiration date of this coverage, provided the loss occurred before the expiration date.
- e. **Coverage Limitations** -- "We" will not reimburse "you":
 - 1) if "you" can continue or resume "your" operations with similar equipment that is available to "you" at no additional expense to "you"; or
 - 2) for the rental expense of any equipment unless "you" make every reasonable effort to repair, replace, or rebuild the inoperable equipment after the loss by a covered peril occurs.
- f. **Limit** -- The most "we" reimburse "you" in any one occurrence for rental expenses is \$5,000.

10. Reward For Recovery Of Stolen Equipment --

- a. **Coverage** -- "We" pay a reward for information that leads to the recovery of covered property that was stolen. The recovery must involve a covered theft loss.
- b. **Coverage Limitation** -- The amount "we" pay is not increased by the number of persons involved in providing the information.
- c. **Limit**-- The most "we" pay in any one occurrence as a reward for information is 10% of the value of the covered item stolen up to a maximum of \$5,000.

11. Spare Parts And Fuel --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to:
 - 1) spare parts and accessories for "contractors' equipment"; and
 - 2) fluids for vehicles and "contractors' equipment"; fluids include gasoline, oil, and hydraulic fluid.
- b. **Limit** -- The most "we" pay in any one occurrence for loss to spare parts and accessories is \$5,000.

12. Errors and Omissions --

"We" will pay up to \$10,000 for any unintentional error or omission "you" made in determining values, reporting values, describing the covered property. "You" must report such error or omission to "us" in writing as soon as its discovered. "You" also agree to pay additional premium as may be appropriate.

13. Waterborne --

We cover direct physical loss or damage to covered property while waterborne. The most we will pay in any one occurrence for loss to property while waterborne is \$5,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- c. **War And Military Action** -- "We" do not pay for loss caused by:
- 1) war, including undeclared war or civil war; or
 - 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- b. **Criminal, Fraudulent, Dishonest Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
- 1) "you";
 - 2) others who have an interest in the property;
 - 3) others to whom "you" entrust the property;
 - 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

Includes copyrighted material of American Association of Insurance Services, Inc.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- d. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process.

But if a mechanical, structural, or electrical breakdown or malfunction results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- e. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- f. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":
 - 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
 - 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- g. **Temperature/Humidity** -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- h. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- i. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

WHAT MUST BE DONE IN CASE OF LOSS

- 1. **Notice** -- In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.

Includes copyrighted material of American Association of Insurance Services, Inc.

2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title or ownership of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Actual Cash Value** -- The value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation) unless replacement cost is indicated on the "schedule of coverages".
2. **Replacement Cost** -- The value of covered property will be based on the replacement cost without any deduction for depreciation unless Actual Cash Value is indicated on the "schedule of coverages".

Includes copyrighted material of American Association of Insurance Services, Inc.

- a. **Replacement Cost Limitation** -- The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.
 - b. **Replacement Cost Does Not Apply Until Repair Or Replacement** -- Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.
 - c. **Time Limitation** -- "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.
3. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
 4. **Loss To Parts** - The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.
 5. **Leased and Rented Equipment From Others** -- will be valued as per the lease agreement wording with the lessor.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Flat Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence unless Percentage Deductible is indicated on the "schedule of coverages".
3. **Percentage Deductible** -- When a percentage deductible is indicated on the "schedule of coverages", "we" pay only that part of "your" loss over the deductible amount as determined below.
 - a. **Determining The Deductible Amount** -- The deductible amount is determined by applying the percentage indicated on the "schedule of coverages" to the value of the covered property that is involved in the loss. The value is determined by the provisions described under the Valuation section of this policy.
 - b. **Two Or More Items** -- If a loss involves two or more pieces of equipment, the percentage indicated on the "schedule of coverages" will apply only to the covered property with the highest value.
 - c. **Minimum and Maximum Deductible** -- The percentage deductible will not exceed the Maximum Deductible amount and will not be less than the Minimum Deductible amount indicated on the "schedule of coverages".
4. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 3., 5., 6., and 7. under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" that applies to the covered property. However, the most "we" pay for loss in any one occurrence is the Catastrophe Limit indicated on the "schedule of coverages".

Includes copyrighted material of American Association of Insurance Services, Inc.

5. **Coinsurance --**

- a. **When Coinsurance Applies --** "We" only pay a part of the loss if the "limit" is less than the percentage of the value of the covered property that is indicated on the "schedule of coverages".
- b. **How We Determine Our Part Of The Loss --** "Our" part of the loss is determined using the following steps:
 - 1) multiply the percent indicated on the "schedule of coverages" by the value of the covered property at the time of loss;
 - 2) divide the "limit" for covered property by the result determined in b.1) above;
 - 3) multiply the total amount of loss, after the application of any deductible, by the result determined in b.2) above.

The most "we" pay is the amount determined in b.3) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

- c. **If There Is More Than One Limit --** If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".
 - d. **If There Is Only One Limit --** If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.
 - e. **When Coinsurance Does Not Apply --** Conditions for coinsurance do not apply unless a coinsurance percentage is indicated on the "schedule of coverages".
6. **Insurance Under More Than One Coverage --** If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

7. **Insurance Under More Than One Policy --**

- a. **Proportional Share --** "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- b. **Excess Amount --** If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Loss Payment Options --**

- a. **Our Options --** In the event of loss covered by this coverage form, "we" have the following options:
 - 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.

Includes copyrighted material of American Association of Insurance Services, Inc.

- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** --

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
 - 1) a satisfactory proof of loss is received, and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. **Property Of Others** --

- a. **Adjustment And Payment of Loss To Property of Others** -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

REPORTING CONDITIONS

Equipment Leased Or Rented From Others -- If indicated on the "schedule of coverages", the following reporting conditions apply.

1. **Reports** --

- a. **You Will Report To Us** -- Within 30 days after the end of the policy period, "you" will report to "us" the total amount of "your" expenditures for "contractors' equipment" that "you" lease or rent from others.
- b. **Cancellation** -- If this policy is canceled, "you" will report the total amount of expenditures up to and including the date of cancellation.

2. **Premium Computation And Adjustment** --

- a. The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying "your" total equipment expenditures by the reporting rate indicated on the "schedule of coverages" for Equipment Leased or Rented From Others.
- b. "We" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages".

Includes copyrighted material of American Association of Insurance Services, Inc.

3. **Provisions That Affect How Much We Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay:
- a. **Failure To Submit Reports** -- If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".
 - b. **Reported Values Are Less Than The Full Value** -- If "your" last report before a loss shows less than the actual value of "your" expenditures for "contractors' equipment" that "you" lease or rent from others, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total expenditures "you" reported divided by "your" actual expenditures for "contractors' equipment" that "you" lease or rent from others during the reporting period.
 - c. **We Will Not Pay More Than The Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

- 2. **Benefit to Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
- 3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
- 4. **Estates** -- This provision applies only if the insured is an individual.
 - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

- b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.
- 5. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein.
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
- 6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
- 7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
- 8. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limit" unless it is a total loss to a scheduled item. In the event of a total loss to a scheduled item, "we" refund the unearned premium on that item.
- 9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.
- 10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:
 - a. all of the "terms" of this coverage have been complied with; and
 - b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
- 11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

Includes copyrighted material of American Association of Insurance Services, Inc.

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

PROPERTY COVERED

(check one)

☐ Scheduled Equipment (Refer to Equipment Schedule)

☐ Schedule On File

	Limit
Catastrophe Limit -- The most "we" pay for loss in any one occurrence is:	\$ _____

COVERAGE EXTENSIONS

Additional Debris Removal Expenses	\$ _____
------------------------------------	----------

SUPPLEMENTAL COVERAGES

Tools

Unscheduled Small Tools	Per item	\$ _____
-------------------------	----------	----------

	Per occurrence	\$ _____
--	----------------	----------

Employee Tools	Per item	\$ _____
----------------	----------	----------

	Per occurrence	\$ _____
--	----------------	----------

Equipment Leased or Rented From Others	\$ _____
--	----------

Loaned (Borrowed) Equipment	\$ _____
-----------------------------	----------

Newly Purchased Equipment (check one)

<input type="checkbox"/> Auditable	\$ _____
------------------------------------	----------

<input type="checkbox"/> Percentage of Catastrophe Limit	_____ %
--	---------

<input type="checkbox"/> Dollar Limit	\$ _____
---------------------------------------	----------

Pollutant Cleanup and Removal	\$ _____
-------------------------------	----------

Rental Reimbursement

-- Reimbursement Limit	\$ _____
------------------------	----------

-- Waiting Period (24 hour minimum)	_____
-------------------------------------	-------

Includes copyrighted material of American Association of Insurance Services, Inc.

Spare Parts and Fuel \$ _____

Waterborne Property \$ _____

COINSURANCE

(check one)

☐ 80% ☐ 90% ☐ 100% ☐ Other _____ %

REPORTING CONDITIONS

(check if applicable)

☐ **Equipment Leased or Rented From Others**

-- Reporting Rate \$ _____

-- Deposit Premium \$ _____

-- Minimum Premium \$ _____

DEDUCTIBLE

(check one)

☐ Flat Deductible Amount \$ _____

☐ Percentage Deductible _____ %

Maximum Deductible Amount \$ _____

Minimum Deductible Amount \$ _____

OPTIONAL COVERAGES AND ENDORSEMENTS

**SCHEDULE OF COVERAGES
CONTRACTORS' EQUIPMENT
BLANKET EQUIPMENT FORM**

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

PROPERTY COVERED

Blanket Equipment Coverage

	Limit
Equipment Limit -- The most "we" pay for loss to any one piece of "contractors' equipment" is:	\$ _____

Catastrophe Limit -- The most "we" pay for loss in any one occurrence is:	\$ _____
--	----------

COVERAGE EXTENSIONS

Additional Debris Removal Expenses	\$ _____
------------------------------------	----------

Equipment Leased Or Rented To Others	\$ _____
--------------------------------------	----------

Equipment Loaned To Others	\$ _____
----------------------------	----------

Waterborne Equipment	\$ _____
----------------------	----------

SUPPLEMENTAL COVERAGES

Construction Trailers

-- Any One Trailer	\$ _____
--------------------	----------

-- Any One Loss	\$ _____
-----------------	----------

Employee Tools

-- Per item	\$ _____
-------------	----------

-- Per occurrence	\$ _____
-------------------	----------

Fire Department Service Charge (N/A Arizona)	\$ _____
--	----------

Pollutant Cleanup And Removal	\$ _____
-------------------------------	----------

Recharge of Fire Extinguishing Equipment	\$ _____
--	----------

Includes copyrighted material of American Association of Insurance Services Inc.

SUPPLEMENTAL COVERAGES (Cont.)

Rental Reimbursement

-- Reimbursement Limit \$ _____

-- Waiting Period (24 hour minimum) _____

Reward For Recovery Of Stolen Equipment
(N/A New York)

\$ _____

Spare Parts And Fuel

\$ _____

Waterborne Property

\$ _____

REPORTING CONDITIONS (check if applicable)

☐ **Your Contractors' Equipment**

-- Reporting Rate \$ _____

-- Reporting Period (check one)

☐ Monthly ☐ Quarterly ☐ Annual

Additional Premium Due After Expiration -- When the premium for the coverage provided by this policy is based upon reports of value any additional premium owed to "us" is due on the due date that appears on the billing notice.

-- Deposit Premium \$ _____

-- Minimum Premium \$ _____

☐ **Equipment Leased Or Rented From Others**

-- Reporting Rate \$ _____

-- Deposit Premium \$ _____

-- Minimum Premium \$ _____

☐ **Equipment Leased Or Rented To Others**

-- Reporting Rate \$ _____

-- Deposit Premium \$ _____

-- Minimum Premium \$ _____

Includes copyrighted material of American Association of Insurance Services Inc.

VALUATION (check if applicable)

☐ Actual Cash Value

☐ Replacement Cost

DEDUCTIBLE (check one)

☐ Flat Deductible Amount \$ _____

☐ Percentage Deductible _____%

Maximum Deductible Amount \$ _____

Minimum Deductible Amount \$ _____

OPTIONAL COVERAGES AND ENDORSEMENTS

<i>SERFF Tracking Number:</i>	<i>AMRS-125693894</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>AMERISURE MUTUAL INSURANCE</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>COMPANY, ...</i>		
<i>Company Tracking Number:</i>	<i>CW-IM-0608-F-135-AR</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMRS-125693894 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50
COMPANY, ...
Company Tracking Number: CW-IM-0608-F-135-AR
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Commercial Inland Marine
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 06/13/2008

Comments:

Attachment:

Transmittal Doc.pdf

Satisfied -Name: Filing Memorandum **Review Status:** Approved 06/13/2008

Comments:

Attachment:

INLAND MARINE 09 08 FORMS FILING MEMORANDUM.pdf

Property & Casualty Transmittal Document


1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
Amerisure Insurance Company	124

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Amerisure Mutual Insurance Company	MI	23396	38-0829210	
Amerisure Insurance Company	MI	19488	38-1869912	

5. Company Tracking Number	CW-IM-0608-F-135-AR
-----------------------------------	----------------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Joan Walters 26777 Halsted Road Farmington Hills, MI 48331	Compliance Analyst I	800-257-1900 ext 67788	248-426-7789	jwalters@amerisure.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Joan Walters		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	09.0 – Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: September 1, 2008 Renewal: September 1, 2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	June 12, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	CW-IM-0608-F-135-AR
------------	--	---------------------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	--

Amerisure Mutual Insurance Company (AMI) and Amerisure Insurance Company (AIC) are authorized to write Commercial Inland Marine in your jurisdiction.

Effective September 1, 2008 for new and renewal policies, our companies wish to file new company forms/endorsements and replace obsolete forms/endorsements with new or revised versions for use with all AAIS Inland Marine Coverage Programs including our independently filed Contractors' Equipment, Installation Floater and Builders Risk Programs.

Please see the attached Memorandum and Form Schedule Tab for complete list.

Although rules are not required to be filed, we are also maintaining a Drawer Filing with associated rules with a filing number of CW-IM-0608-Ru-135-AR.

Should you have any questions regarding this filing, please feel free to contact me.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: N/A - EFT

Amount: \$50.00

\$50 per submission

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

AMERISURE INLAND MARINE FILING -FORMS

MEMORANDUM

I. NEW FORMS – GENERAL USE

The following forms are added for use with all AAIS Inland Marine Coverage Programs including our independently filed Contractor's Equipment; installation Floater; and Builders Risk Programs.

1. IM 89 03 09 08 FIXED DOLLAR OR PERCENTAGE DEDUCTIBLE-SPLIT PERIL OR BY COVERAGE

This is optional form allows the deductible to be selected and applied by Peril or by Coverage based on either a fixed dollar amount or a percentage of the values at time of loss. Entries must be made in the Schedule to activate the type of deductible applicable. When the Split Peril Deductible is selected, the "Covered Peril(s) subject to the deductible in part A. must be described on the Schedule. All other perils are then subject to the deductible shown in part B. All percentage deductibles are subject to a minimum of \$5,000 as stated in the form.

2. IM 89 04 09 08 WINDSTORM AND HAIL EXCLUSION

This is an optional form used to add windstorm and hail to the perils excluded. Resulting damage or loss caused by a covered peril is covered.

II. NEW FORMS CONTRACTORS EQUIPMENT PROGRAM ONLY.

IM 91 02 09 08 AMENDATORY ENDORSEMENT –

- This is a mandatory form to be attached to all policies with AAIS form IM 7004 Leased or Rented Equipment. This form amends IM 7004 as follows:
- Redefines the AAIS definition of "contractors' equipment" to remove the wording that placed --self-propelled vehicles designed primarily to carry mounted equipment- outside of the definition. It is our intent to cover such equipment.
- Removes AAIS exclusion k. Weight of Load. It is our intent to provide this coverage.

III. REVISED AND REPLACED FORMS

IM 91 03 09 08 CONTRACTORS' COVERAGE BLANKET EQUIPMENT FORM –

-replaces IM 80 00 01 06

DEFINITIONS.

- Tools is added as definition 13. to distinguish from other types of equipment.
- “Tools” is placed in parenthesis wherever the term appears in the coverage form.
- “Tools” mean Equipment, laptop computers, apparatus or utensils of a mobile nature that “you” or “your” employees use in “your” contracting, installation, erection, repair or moving operations or projects.
- Previous item 13. “Volcanic Action” is renumbered as 14.

SUPPLEMENTAL COVERAGE.

2. Employee Tools

- b. Coverage Limitation is amended to add coverage for
 - 3.) in transit between an owned location and a “jobsite”; or
 - 4.) in transit between “jobsites”
- c. Limit is amended to add a per item limit of \$2500. Wording is also added allowing scheduling of different limits in the Schedule of Coverages.

IM 91 04 09 08 CONTRACTORS EQUIPMENT COVERAGE SCHEDULED COVERAGE FORM

-replaces IM 80 01 01 06

DEFINITIONS.

- Tools is added as definition 13. to distinguish from other types of equipment.
- “Tools” is placed in parenthesis wherever the term appears in the coverage form.
- “Tools” mean Equipment, laptop computers, apparatus or utensils of a mobile nature that “you” or “your” employees use in “your” contracting, installation, erection, repair or moving operations or projects.
- Previous item 13. “Volcanic Action” is renumbered as 14.

SUPPLEMENTAL COVERAGE.

1. Employee Tools

- b. Coverage Limitation is amended to add coverage for
 - 3.) in transit between an owned location and a “jobsite”; or
 - 4.) in transit between “jobsites”
- c. Limit is amended to add a per item limit of \$2500. Wording is also added allowing scheduling of different limits in the Schedule of Coverages.

2. Unscheduled Tools

- a. Coverage. Coverage is expanded to apply anywhere within the “territorial limits”.
- b. Limit. Limit is amended to add a per item limit of \$2500. Wording is also added allowing scheduling of different limits in the Schedule of Coverages

IM DS 70 29 09 08 SCHEDULE OF COVERAGES – CONTRACTORS EQUIPMENT

-replaces IM DS 70 29 01 06

SUPPLEMENTAL COVERAGES

- a. Tool schedule is changed to accommodate increased limits for Unscheduled Small Tools and Employee Tools on a “Per Item” and “Per Occurrence” basis.
- b. Loaned or Borrowed Equipment is added to allow optional limits
- c. Newly Purchased Equipment – “Auditable” feature is added to make subject to audit.

**IM DS 70 30 09 08 SCHEDULE OF COVERAGES CONTRACTORS’ EQUIPMENT BLANKET
EQUIPMENT FORM - replaces IM DS 70 30 01 06**

SUPPLEMENTAL COVERAGES

Employee Tools is added to allow scheduling of optional limits on a “Per Item” and “Per Occurrence” basis.

End.